

EXHIBIT A-PCS Licenses

BTA		
Number	BTA	Block
10	Allentown-Bethlehem-Easton	F
21	Ashtabula	F
23	Athens	F
30	Bangor	F
43	Binghamton	F
48	Bluefield	F
51	Boston	F
65	Canton-New Philadelphia	F
80	Chillicothe	F
82	Clarksburg-Elkins	F
95	Columbus	F
122	East Liverpool-Salem	F
143	Findlay-Tiffin	F
184	Hartford	F
197	Huntington, Ashland	F
201	Hyannis	E
223	Kalamazoo	F
251	Lewiston-Auburn	F
252	Lexington	F
278	Mansfield	F
281	Marion	F
287	Meadville	F
298	Minneapolis-St. Paul	F
317	New Castle	F
318	New Haven-Waterbury-Meriden	F
319	New London-Norwich	F
321	New York	F
351	Pittsfield	F
357	Portland-Brunswick	F
359	Portsmouth	F
361	Poughkeepsie-Kingston	F
364	Providence-Pawtucket. New Bed.	E
379	Rochester	F
380	Rockford	F
403	Sandusky	F
427	Springfield-Holyoke	F
431	Steubenville. Weirton	F
435	Stroudsburg	D
438	Syracuse	F
444	Toledo	E
465	Waterville-Augusta	F
468	Wenatchee	F
471	Wheeling	F
475	Williamsport	F
480	Worcester-Fitchburg-Leominster	F
484	Youngstown-Warren	F
487	Zanesville-Cambridge	F
164	Glens Falls	F
227	Keene	C5
412	Scranton--Wilkes-Barre--Hazlet	F

EXHIBIT B

ESCROW AGREEMENT, dated as of _____ (this "**Aereement**"), is made by and among Northcoast Communications, L.L.C., a Delaware limited liability company ("**Northcoast**"), Boston Holding, LLC, a Delaware limited liability company ("**Boston**"), New York PCS Holding, LLC, the Delaware limited liability company ("**New York**," and together with Northcoast and Boston, the "**Sellers**"), Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership (the "**Buyer**") and _____ (the "**Escrow Agent**").

WITNESSETH

WHEREAS, the Sellers and the Buyer have entered into an Asset Purchase Agreement, dated as of December 19, 2002 (the "**Purchase Agreement**"), pursuant to which Sellers have agreed to sell, and Buyer has agreed to purchase, certain **assets** described therein. Capitalized terms used in **this Agreement** and not **otherwise** defined will have the meanings given to them in the Purchase Agreement.

WHEREAS, pursuant to Section 2.05 of the Purchase Agreement, the Buyer and the Sellers have agreed that an amount equal to \$60,000,000 shall be deposited in escrow with the Escrow Agent.

WHEREAS, the Buyer and the Sellers hereby appoint the Escrow Agent as agent for the Buyer and the Seller to hold, invest, reinvest or release, on behalf of the Buyer and the Sellers, all amounts received by the Escrow Agent **from** the Sellers (including any proceeds thereon) pursuant to the terms of this Escrow Agreement, and by its execution and delivery hereof, the Escrow Agent accepts such appointment.

NOW, THEREFORE, in consideration of the foregoing and of the promises contained herein, the parties, intending legally to be bound, agree as follows:

Article I **The Escrow Fund**

Section 1.1. *Delivery.* At the closing (the "**Closing**"), as provided for by Section 2.05 of the Purchase Agreement, the Buyer shall deposit with the Escrow Agent \$60,000,000 in cash (the "**Escrow Deuosit**") to be held by the Escrow Agent pursuant to the terms of **this Agreement**. The Escrow Deposit and any proceeds and interest accrued thereon or dividends payable in respect thereof **with** any additions, substitutions or other property in which the same may be invested, is hereinafter referred to as the "**Escrow Fund**," such term to include all interest and other earnings and profits upon or in respect of the investment **of** the Escrow Fund.

Section 1.2. *Receipt.* The Escrow Agent agrees to hold and disburse the Escrow Fund **in** accordance with the terms and conditions of **this Agreement** and for the **uses** and purposes stated herein.

Section 1.3. *Escrow of Deposit.*

(a) The Escrow Agent shall invest and reinvest the Escrow Payment pursuant to the ~~written~~ instructions of Sellers; provided, however, that such investments shall be limited to Eligible Investments. "Eligible Investments" shall mean (i) obligations issued or guaranteed by the United States of America or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in ~~support~~ thereof); (ii) obligations (including certificates of deposit and banker's acceptances) of any domestic commercial bank having capital and surplus in ~~excess~~ of \$500,000,000; (iii) repurchase obligations for underlying securities of the type described in clause (i); (iv) ~~shares~~ of money market fund at least **95%** of the ~~assets~~ of which constitute obligations of the type described in clause (i) above. No investment shall have a term or more than **ninety** (90) days. If otherwise ~~qualified~~, obligations of the Escrow Agent shall qualify ~~as~~ Eligible Investments.

(b) The Escrow Agent shall retain custody of the Escrow Fund and make no delivery or other disposition of any cash then held by it under ~~this~~ Agreement except to pay amounts to the Sellers and/or Buyer ~~as~~ provided in Article II.

(c) The Escrow Agent shall, on a monthly basis, send ~~to~~ each of the Buyer and the Sellers with respect to the Escrow Fund a statement of holdings and transactions in form and substance customarily provided to clients, which statement shall include, without limitation, interest, proceeds on any investments or other income received during such calendar month in respect of the Escrow Fund, and shall identify the ~~type(s)~~ and source(s) of such income.

(d) Any and all taxes in respect of the Escrow Fund or any other income or gain in respect of the Escrow Fund shall be the obligation of and shall be paid when due out of the Escrow Fund.

Article II Procedures For Disbursements of Escrow **Fund**

Section **2.1. Claim** Procedure. The following procedure shall govern the application of the Escrow Fund to satisfy any claims for any losses, damages, costs or expenses, suffered or incurred by the Buyer for which the Sellers have agreed to indemnify the Indemnified Buyer Parties under the Purchase Agreement. Any distribution from the Escrow Fund will be made ~~from~~ the available cash and investments in the Escrow Fund.

(a) Notice of Claim. The Buyer shall promptly after a claim or potential claim against the Escrow Fund has arisen or is discovered give written notice (a "Notice of Claim") to the Sellers and the Escrow Agent of any such claim against the Escrow Fund (each claim as to which a Notice of Claim is received by the Escrow Agent, a "Claim"). The Notice of Claim shall set forth (1) in reasonable detail the nature of the Claim, (2) the **actual** amount or the estimated amount of the Claim, and (3) that the Buyer has given a copy of such Notice to the Sellers. Following receipt by the Escrow Agent of a Notice of Claim, the Sellers shall, ~~as~~ promptly ~~as~~ reasonably practicable, make ~~an~~

investigation of such Claim (the period of such investigation being the “Investigation Period”).

(b) Settlement. If the Buyer and the Sellers agree **as** to the validity and amount of any Claim, they shall promptly give the Escrow Agent joint notice, in Writing and signed by the Buyer and the **Sellers**, to apply such portion of the Escrow Fund agreed upon by the Buyer and the Sellers **as** necessary to indemnify the Buyer for such Claim in accordance with the Purchase Agreement (any such portion, a “Settlement”), and such writing shall contain instructions **from** the Buyer, **as** to the delivery of such portion of the Escrow Fund necessary to pay the Settlement.

(c) Dispute.

(1) Upon receipt by the Sellers of a Notice of Claim, the Sellers may contest the validity or amount of any Claim by the Buyer by Written notice to the Escrow Agent **within** the Investigation Period (a “Contest Notice”). Such Contest Notice shall specify (i) in reasonable detail the factual grounds on which the Sellers dispute the Claim; (ii) the amount of the Claim that the Sellers do not dispute, if any; and (iii) that the Sellers have given a copy of such Contest Notice to the Buyer. Any Claim against the Escrow Fund shall be deemed in dispute (a “Disputed Claim”) upon the receipt by the Escrow Agent of a Contest Notice from the Sellers with respect **to** such Claim. The Escrow Agent may thereafter distribute amounts from the Escrow Fund with respect to a Disputed Claim only **as** provided in **this** Section 2.1(c). If within forty five days of the receipt of a Notice of Claim, the Sellers fail to respond to such Notice of Claim **as** provided for in **this** Section 2(c), such Claim shall be deemed to be a Disputed Claim.

(2) Subject to Section 13.15 of the Purchase Agreement (Confidentiality), the Buyer shall cooperate in providing to the Sellers reasonable access at reasonable business **hours** to all relevant books and records in its possession to the extent they relate to the PCS Assets in order to facilitate the resolution of **a** Disputed Claim.

(3) Either the Buyer or the Sellers may **bring** an action to resolve a Disputed Claim in accordance with Section 4.4. Each of the Buyer and the Sellers shall be responsible for its **own** legal costs in connection with such legal action. Upon receipt by the Escrow Agent of **a court** order or judgment by a court of competent jurisdiction resolving a Disputed Claim in favor of the Buyer, (a “Judgment”), **the** Escrow Agent shall promptly deliver to the Buyer any payment **so** awarded (a “Court Award”) in accordance with the Judgment or, if unspecified therein, such additional instructions as may be provided in writing by the Buyer **to** the Escrow Agent and the Sellers.

(4) If the Buyer and the Sellers agree to a resolution of any Disputed Claim under **this** Section 2.1(c) but in any event before a Judgment relating to such Disputed Claim, the Buyer and the Sellers shall by joint notice, in writing and signed by both the Buyer and the Sellers, direct the Escrow Agent to make delivery from the Escrow Fund of the amount dictated by such Settlement agreement between the Buyer and the Sellers together with the earnings attributable thereto. Upon receipt of

such notice of Settlement the Escrow Agent shall promptly deliver such portion of the Escrow Fund necessary to pay the Settlement in accordance with the Buyer's instructions, and the Disputed Claim shall be deemed to have expired for purposes of Section 2.2(b) of ~~this~~ Agreement.

Section 2.2. ~~Release of~~ Escrow ~~Fund~~. (a) The Escrow Agent shall retain custody of the Escrow Fund and make no delivery or other disposition of any property then held by it under ~~this~~ Agreement except: (1) to pay a Settlement to the Buyer upon receipt of proper notice pursuant to Section 2.1(b) or 2.1(c)(4) hereunder; (2) to pay a Court Award to the Buyer upon receipt of proper notice pursuant to Section 2.1(c)(3) hereunder; or (3) to pay the Sellers the balance of the Escrow Fund pursuant to Section 2.2(b) or Section 2.3 hereunder.

(b) To the extent that the Escrow Fund has not been distributed to the Indemnified Buyer Parties pursuant ~~to~~ the terms of the Escrow Agreement, and subject to Section 2.2(c) below, (i) the amount of the Escrow Fund in excess of \$30,000,000 shall be released ~~from~~ the Escrow Fund and shall be distributed to the Sellers on the first business day following the ~~six~~ month anniversary of the Closing Date (the "First Release Date") and (ii) the remainder of the Escrow Fund shall be distributed to the Sellers on the ~~first~~ business day following the ~~first~~ anniversary of the Closing Date (the "Second Release Date", and together with the First Release Date, a "Release Date").

(c) If ~~on~~ a Release Date there are one or more Claims outstanding for which the Buyer ~~has~~ delivered a Notice of Claim, the Escrow Agent shall, notwithstanding Section 2.2(b) above, retain in the Escrow Fund (i) on the First Release Date, \$30,000,000 plus an amount sufficient to pay the stated amount of such outstanding Notice(s) of Claim and (ii) on the Second Release Date, an amount sufficient to pay the stated amount of such outstanding Notice(s) of Claim (the portion of the Escrow Fund ~~so~~ retained on any Release Date being the "Retention Amount"), and shall pay to Sellers ~~on~~ the First Release Date and on the Second Release Date the amounts provided for in Section 2.2(b) ~~only~~ out of the amounts available for distribution to Sellers after taking into account all such Retention Amounts. The Escrow Agent shall thereafter retain the Retention Amounts until it ~~has~~ received proper notice pursuant ~~to~~ Section 2.1(b) or 2.1(c)(4) hereunder of a Settlement or pursuant to Section 2.1(c)(3) hereunder of a Court Award in respect of all such Claims. Upon receipt of such notice of Settlement or Court Award, the Escrow Agent shall promptly deliver to the Buyer such portion or portions of the Retention Amount necessary to pay such Claims in accordance with the applicable provisions of Section 2.1 and thereafter the Escrow Agent shall pay to the Sellers the balance, if any, then remaining in the Escrow ~~Fund~~ as the Sellers shall designate by written notice to the Escrow Agent with a copy to the Buyer.

Section 2.3. *Termination*. The Escrow Fund and the Escrow Agent's obligations under ~~this~~ Agreement shall be deemed to be terminated upon the sooner to occur of (i) such time that the Escrow Agent shall have delivered all remaining funds and Escrow Deposit from the Escrow Fund pursuant to Section 2.2(b) or 2.2(c) under ~~this~~ Agreement and (ii) notwithstanding anything to the contrary in ~~this~~ Agreement, at such time as Sellers and Buyer give Escrow Agent a joint notice that Sellers has replaced the

Escrow Fund with a letter of credit issued by a commercial bank to and for the favor of Buyer, as beneficiary, as provided for by, and in accordance with the provisions of, Section 10.05 of the Purchase Agreement, in which case the entire Escrow Fund (including any Retention Amounts and without regard to any amounts subject to outstanding Notice(s) of Claim) shall be distributed to Sellers and this Agreement shall be terminated and of no further force and effect. Buyer and Sellers agree to deliver such joint notice promptly (but in no event later than 3 business days) following the issuance of such letter of credit.

Section 2.4. *Statement of Disbursements.* Upon the disbursement of any portion of the Escrow Fund pursuant to Section 2.2 or 2.3, the Escrow Agent shall send a written statement to each of the Buyer and the Sellers stating the amount of the disbursement.

Section 2.5. *Interpleader.* Notwithstanding anything to the contrary in this Agreement, the Escrow Agent is authorized to deposit the amount of any Disputed Claim with the Clerk of any court of competent jurisdiction upon commencement of an action in the nature of interpleader or in the course of court proceedings.

Section 2.6. *Expenses.* Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, each of the Buyer and the Sellers shall bear and pay its own expenses (including but not limited to all compensation and expenses of any legal counsel, financial advisors, consultants, actuaries, accountants, auditors, brokers, finders and other intermediaries engaged by it) incurred in connection with this Agreement and the transactions contemplated hereby.

Article III

Escrow Agent

Section 3.1. *Appointment.* The Buyer and the Sellers hereby appoint the Escrow Agent to serve hereunder and the Escrow Agent hereby accepts such appointment and agrees to perform all duties which are expressly set forth in this Agreement and agrees not to deliver custody or possession of the Escrow Fund to the Buyer, either of the Sellers or any other person, except pursuant to the express terms of this Agreement.

Section 3.2. *Compensation.* The fees of the Escrow Agent shall be determined in accordance with the Schedule of Fees for Escrow Services attached hereto as Attachment A. The Escrow Agent shall also be reimbursed for any reasonable expenses incurred in connection with this Agreement, including but not limited to the actual cost of legal services should the Escrow Agent deem it necessary to retain counsel. The Buyer and each of the Sellers agree to share equally in any amounts payable to the Escrow Agent pursuant to this Section 3.2.

Section 3.3. *Limitation on Liability: Indemnification.*

(a) The Escrow Agent shall not be liable for any action taken or omitted under ~~this~~ Agreement or in connection therewith except to the extent caused by the Escrow Agent's gross negligence, bad faith or willful misconduct.

(b) ~~The~~ Escrow Agent shall not be liable for any loss due to forces beyond its reasonable control, including, but not limited to, acts of God, ~~flood~~, fire, nuclear fusion, fission or radiation, war (declared or undeclared), terrorism, insurrection, revolution, not, ~~strikes~~ or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain equipment or communications facilities, or the failure of equipment or communications facilities, and other causes whether or not of the ~~same~~ class or kind as specifically ~~named~~ above. In the event that the Escrow Agent is unable substantially to perform for any of the reasons described in the immediately preceding sentence, it shall so notify the other parties hereto ~~as soon as~~ reasonably practicable.

(c) Each of Buyer and the Sellers agree to hold the Escrow Agent harmless from, and indemnify and reimburse the Escrow Agent for, all claims, liabilities, losses, and expenses (including out-of-pocket and incidental expenses and reasonable legal fees) arising in connection with any action, suit or claim arising under ~~this~~ Agreement, provided that the Escrow Agent has not acted with gross negligence, bad faith or willful misconduct with respect to any of the events relating to such claims, liabilities, losses or expenses.

Section 3.4. *No Security Interest.* The Sellers warrant to and agrees with the Buyer and the Escrow Agent, and the Buyer warrants to and agrees with the Sellers and the Escrow Agent, that, ~~unless~~ otherwise expressly set forth in ~~this~~ Agreement, there is no security interest in the Escrow Fund or any part thereof created by it or in respect of any of its obligations or liabilities; it knows of no financing statement ~~under the~~ Uniform Commercial Code which is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Fund or any part thereof; and the Escrow Agent shall have no responsibility at any time to ascertain whether or not any ~~security interest exists in the Escrow Fund or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Escrow Fund or any part thereof.~~

Section 3.5. *Duties.*

(a) The Escrow Agent shall not be bound in any way by any agreement or contract between the Sellers and the Buyer (whether or not the Escrow Fund has knowledge thereof), and its only duties and responsibilities shall be to hold the Escrow Fund in accordance with the terms of ~~this~~ Agreement or ~~as~~ otherwise specified in writing by the Buyer and the Sellers in accordance with the terms of ~~this~~ Agreement.

(b) The Escrow Agent shall not be responsible for enforcing compliance by the Buyer or the Sellers with the terms of ~~this~~ Agreement, the Purchase Agreement or any other agreement related thereto.

(c) It is understood and agreed that should any dispute arise with respect to the payment and/or ownership or right of possession of the Escrow Fund, the Escrow Agent ~~is~~ authorized and directed to retain in its possession, without liability to anyone, all or any part of the Escrow Fund until such dispute shall have been settled either by mutual agreement by the parties concerned or by the final order, decree or judgment of any court or other tribunal of competent jurisdiction in the United States of America and time for appeal has expired and no appeal has been perfected, but the Escrow Agent shall be under ~~no~~ duty whatsoever to institute or defend any such proceedings.

Section 3.6. *Authority to Sign.* The Buyer and the Sellers have satisfied themselves ~~as~~ to the authority of any persons signing ~~this~~ Agreement in a representative capacity. Should it be necessary for the Escrow Agent to accept or act upon any instructions, ~~directions~~, documents or instruments signed or issued by or on behalf of any ~~corporation~~, partnership, trade-name, fiduciary or individual, it shall not be ~~necessary~~ for the Escrow Agent to inquire into the authority of the signer(s) unless and to the extent expressly provided in ~~this~~ Agreement.

Article IV Other Provisions

Section 4.1. Amendment and Waiver; Resignation of Escrow Agent; Successor Escrow Agent.

(a) ~~This~~ Agreement may be altered or amended only with the written consent of all the parties hereto. No waiver by any party hereto of any of the requirements hereof or any of such party's rights hereunder shall release the other parties from full performance of their remaining obligations stated herein. No failure or delay by any party in exercising any right, power or privilege shall operate ~~as a~~ waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege by such party.

(b) ~~The~~ Escrow Agent may resign at any time upon 30 days' prior ~~written~~ notice to each of the Buyer and the Sellers; in such event, the successor Escrow Agent shall be such person, ~~firm~~ or ~~corporation~~ ~~as~~ shall be mutually selected by the Buyer and the Sellers. It is understood and agreed that such resignation shall not be effective until a successor agrees to act hereunder.

(c) The Buyer and the Sellers, acting jointly, may remove the Escrow Agent at any time upon 30 days' prior written notice, signed by both the Buyer and the Sellers, to the Escrow Agent.

(d) In the event that the Escrow Agent submits a notice of resignation, its only duty, until a successor Escrow Agent shall have been appointed and shall have accepted such appointment, shall be to hold, invest and dispose of the Escrow Fund in accordance with ~~this~~ Agreement, but without regard to any notices, requests, instructions,

demands ~~or~~ the like received by it from the other parties hereto after such notice of resignation shall have been ~~given~~, unless ~~the same~~ is a joint direction that the Escrow Fund be paid ~~or~~ delivered in its entirety to one of the other parties hereto.

Section **4.2. Notices.** (a) Any notice, instruction or other communication **required** to be given by the Escrow Agent shall be effective when delivered by messenger, or dispatched by facsimile, to the respective party **at its address** specified below, namely:

If to Sellers: Northcoast Communications, L.L.C.
Boston Holding, LLC
New York PCS Holding, LLC
80 Baylis Road
Suite 201
Melville, New York **11747**
Telephone: **(631) 592-7700**
Facsimile: **(631) 249-1006**
Attention: John Dolan

copies to: Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York **11714**
Telephone: **(516) 803-2300**
Facsimile: **(516) 803-2577**
Attention: General Counsel

and

Sullivan & Cromwell
125 Broad Street
New York, New York **10004**
Telephone: **(212) 558-4000**
Facsimile: **(212) 558-3588**
Attention: John Evangelakos, Esq.

and

Winston & Strawn
200 Park Avenue
New York, New York **10166**
Telephone: **(212) 294-6787**
Facsimile: **(212) 294-4700**
Attention: Daniel A. Ninivaggi, Esq.

If to Buyer: Celco Partnership
180 Washington Valley Road
Bedminster, NJ **07921**
Telephone: **908-306-4953**
Facsimile: **908-306-7887**
Attention: Margaret P. Feldman

copies to: Cellco Partnership
180 Washington Valley Road
Bedminster, NJ 07921
Telephone: 908-306-7819
Facsimile: 908-306-7766
Attention: Jonathan Ratner, Esq.
Steven B. Jackman, Esq.

If to the Escrow Agent:

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or such other **address** as such party may have furnished to the Escrow Agent and to the other party in writing. Any notice to the Escrow Agent shall be effective when received at its **address** above, when delivered by messenger, or dispatched by facsimile.

(b) ~~With~~ respect to written or telephonic instructions or instructions sent by facsimile transmission to release or transfer any portion of the Escrow Fund in accordance herewith (such instructions hereafter called "Transfer Instructions"), the security procedure agreed upon for verifying the authenticity of Transfer Instructions is a callback by the Escrow Agent to any of the persons designated below, whether or not any such person **has** issued such Transfer Instructions. (It is recommended that the persons designated below not be persons who generally issue Transfer Instructions; whenever possible, the Escrow Agent will endeavor to call someone other than the issuer of the Transfer Instruction.)

For the Sellers:

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For the Buyer:

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Section 4.3. *Assignment; Third Parties.*

(a) **This** Agreement shall be binding upon, and shall inure to the benefit of only, the Escrow Agent, the Sellers, and the Buyer and each of their respective successors and assigns in accordance with its terms; provided that any assignment or transfer by either the Buyer or the **Sellers** of its rights under **this** Agreement or with respect to the Escrow Fund shall be void **as** against the Escrow Agent **unless** (1) written notice thereof shall be given to the Escrow Agent, (2) the assignee or transferee shall agree in writing to be bound by the provisions of **this** Agreement, and (3) the Escrow Agent and the other party (the Buyer or the Sellers, **as** the case may be) shall have consented to such assignment or transfer.

(b) No provision of **this** Agreement, express or implied, is intended to confer upon any Person other than the parties hereto and **their** successors or permitted assigns, any rights or remedies under or by reason of **this** Agreement or any beneficial interest in **this** Agreement or any such **rights** or remedies.

Section 4.4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction, as to all matters related to or arising out of this Agreement, including, without limitation, matters of validity, construction, effect, performance and remedies. Each party hereto: (a) irrevocably submits to the non-exclusive jurisdiction of the courts in the City of New York, in the State of New York and the United States District Courts located in the borough of Manhattan, New York, New York, and (b) irrevocably waives any objection which it may have at any time as to the venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any such court and irrevocably waives any claim that such suit, action or proceeding is brought in an inconvenient forum and further irrevocably waives the right to object, with respect to such claim, suit, action or proceeding brought in any such court, that such court does not have jurisdiction over such party.

Section 4.5. **Severability.** It is the intention of the parties that (a) the provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, and (b) if any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable in any jurisdiction, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 4.6. **Business Day.** "Business Day" shall mean any day other than a Saturday, a Sunday or a day on which the Escrow Agent is authorized or required by law to close.

Section 4.7. **Compliance with Law.** The Escrow Agent is hereby authorized to comply with any judicial order or legal process which stays, enjoins, directs or otherwise affects the transfer or delivery of any securities or proceeds thereof and shall incur no liability for any delay or loss which may occur as a result of such compliance.

Section 4.8. **Counterparts.** This Agreement may be signed upon any number of separate counterparts with the same effect as if signature on all counterparts are upon the same instruments.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have duly executed **this** Agreement **on the** day and year first above **written.**

NORTHCOAST
COMMUNICATIONS, LLC.

By: _____
Name:
Title:

BOSTON HOLDING, LLC

By: _____
Name:
Title:

NEW **YORK** PCS HOLDING, LLC

By: _____
Name:
Title:

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

By: _____
Name:
Title:

[ESCROW AGENT]

By: _____
Name:
Title:

EXHIBIT C

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Aereement") is dated [Date] and made by and between Northcoast Communications, L.L.C., a Delaware limited liability company, Boston Holding, LLC, a Delaware limited liability company, and New York PCS Holding, LLC, a Delaware limited liability company (collectively, "Sellers") and Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership ("Buyer").

RECITALS:

A. Sellers and Buyer have entered into that certain Asset Purchase Agreement dated as of December 19, 2002 (the "Purchase Aereement"). whereby Buyer is acquiring certain of the assets, and assuming ~~certain~~ of the obligations and liabilities, of Sellers upon the terms and conditions more fully set forth therein.

B. In connection with the Purchase Agreement and to more fully effectuate the transactions contemplated thereunder, the parties hereto are entering into this Agreement for the assumption by Buyer of the "Assumed Liabilities" (as defined in the Purchase Agreement), pursuant to Section 2.02 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the ~~Purchase~~ Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows (all capitalized terms used in this Agreement and not defined herein shall have the same meanings ascribed to them in the Purchase Agreement):

1. **Incorporation of Recitals.** The recitals set forth above constitute an integral part of ~~this~~ Agreement and are incorporated herein by reference.

2. **Assumption.** As partial consideration for Buyer's receipt of the PCS Assets, Buyer hereby assumes and covenants to abide by and agrees to pay, discharge, perform and fulfill, as and when due or required, all of the Assumed Liabilities.

3. **Sellers' Liability.** Buyer acknowledges and agrees that Sellers shall have no further obligation with respect to the Assumed Liabilities, whether by contract or otherwise, and that Buyer shall pay, discharge and perform all of the Assumed Liabilities as and when the same are or shall become due or required. Buyer shall indemnify Sellers and their affiliates and their respective members, partners, officers, employees, agents, successors and assigns, and, with respect to Sellers' members, their respective members, partners, shareholders, directors, officers, employees, agents, successors and assigns in accordance with Sections 10.03 and 10.04 of the Purchase Agreement from and against, among other ~~things~~, the Assumed Liabilities.

4. **Amendments: Waivers.** This Agreement cannot be changed or terminated orally and no waiver of compliance with any provision or condition hereof and ~~no~~ consent

provided for herein shall be effective **unless** evidenced by an instrument in writing duly executed by the party hereto sought to be charged with such waiver or consent. No waiver of any ~~term~~ or provision hereof shall be construed **as** a further or continuing waiver of such term or provision or any other ~~term~~ or provision.

5. **Binding Effect: Assignment.** This Agreement shall be binding upon and inure to the benefit of the ~~parties~~ and their respective ~~successors~~ and ~~permitted assigns~~. This Agreement may not be assigned by any party without the prior ~~written~~ consent of the other parties hereto.

6. **Third Party Beneficiary.** ~~This~~ Agreement is entered into only for the benefit of the parties hereto and their respective successors and permitted assigns, and nothing hereunder shall be deemed to constitute **any** person a third party beneficiary to this Agreement

7. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED **BY** AND CONSTRUED IN ACCORDANCE WITH **THE** INTERNAL **LAW**S, ~~AND NOT THE LAW OF~~ CONFLICTS, OF THE STATE OF **NEW YORK**.

8. **Severability.** If any provision of this Agreement is finally ~~determined~~ to be illegal, void or ~~unenforceable~~, such determination shall not, of itself, nullify this Agreement which shall continue in full force and effect subject to the conditions **and** provisions hereof.

9. **Construction: Counterparts.** The Section headings of this Agreement are for convenience of reference only and do not ~~form~~ a part hereof and do not in any way modify, interpret or construe the ~~intentions~~ of the parties. ~~This~~ Agreement may be executed in one ~~or~~ more **separate** counterparts, and all such counterparts shall constitute one and the same instrument.

10. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed to have been duly given **to** a party when delivered in ~~person~~, ~~faxed~~ (with confirmation) or ~~three~~ business days after such notice is enclosed in a properly sealed envelope, certified or registered, and deposited (~~postage~~ and certification or registration prepaid) in a post office or collection facility regularly maintained by the United **States** Postal Service, or one business day after delivery to a nationally recognized overnight courier service, and addressed **as** follows:

If to Sellers: Northcoast Communications, L.L.C.
Boston Holding, LLC
New **York** PCS Holding, LLC
80 Baylis Road
~~Suite~~ 201
Melville, New **York** 11747
Telephone: (631) 592-7700
Facsimile: (631) 249-1006
Attention: John Dolan

copies to: Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, New York 11714
Telephone: (516) 803-2300
Facsimile: (516) 803-2577
Attention: ~~General~~ Counsel

and

Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Telephone: (212) 5584000
Facsimile: (212) 558-3588
Attention: John Evangelakos, **Esq.**

and

Winston & Strawn
200 Park Avenue
New York, New York 10166
Telephone: (212) 294-6787
Facsimile: (212) 294-4700
Attention: Daniel A. Ninivaggi, **Esq.**

If to Buyer: Cellco Partnership
180 Washington Valley Road
Bedminster, NJ 07921
Telephone: 908-306-4953
Facsimile: 908-306-7887
Attention: Margaret P. Feldman

copies to: Cellco Partnership
180 Washington Valley Road
Bedminster, NJ 07921
Telephone: 908-306-7819
Facsimile: 908-306-7766
Attention: Jonathan Ratner, Esq.
Steven B. Jackman, Esq.

Any party **may** change its address for the purpose of notice by giving notice in accordance with the provisions of **this** Section 10.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLERS:

NORTHCOAST COMMUNICATIONS, L.L.C.

By: _____

Name:

Title:

BOSTON HOLDING, LLC

By: _____

Name:

Title:

NEW YORK PCS HOLDING, LLC

By: _____

Name:

Title:

BUYER

**CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS**

By: _____

Its: _____

EXHIBIT D

BILL OF SALE AND GENERAL ASSIGNMENT

KNOW ALL PERSONS **BY THESE** PRESENTS, that NORTHCOAST COMMUNICATIONS, L.L.C., a Delaware limited liability company, Boston Holding, LLC, a Delaware limited liability company and New York PCS Holding, LLC, a Delaware limited liability company (collectively, "~~sellers~~"), for and in consideration of the payment of the Purchase Price (~~as hereinafter~~ defined), and other good and valuable consideration to them paid by Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership ("Buyer"), the receipt, sufficiency and adequacy of which are hereby acknowledged, do hereby bargain, sell, assign, transfer, convey and deliver unto Buyer, the "PCS Assets" as defined in that certain Asset Purchase Agreement made by and between Sellers and Buyer, dated ~~as~~ of December 19, 2002 (the "Purchase Agreement"), other than real property held in fee by Sellers. Any capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Except as expressly provided in the Purchase Agreement, Sellers hereby expressly disclaim any and all warranties or representations made to Buyer, whether relating to the condition, the operation, the adequacy or otherwise of the ~~personal~~ property which is part of the PCS Assets. IN THAT CONNECTION, EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, BUYER HEREBY AGREES THAT IT WILL ACCEPT THE PERSONAL PROPERTY WHICH IS PART OF THE PCS ASSETS "AS IS" AND "WHERE IS." EXCEPT AS **AFORESAID**, SELLERS MAKE NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER ORAL OR WRITTEN, OR EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR THE CONDITION OF THE PERSONAL PROPERTY WHICH IS PART OF THE PCS ASSETS OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PARTICULAR OR GENERAL USE OR PURPOSE EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT.

Sellers covenant that they will execute and deliver such further documents as may be necessary to evidence and effect ~~the~~ sale, transfer, conveyance and assignment of the ~~personal~~ property which is part of the PCS ~~Assets~~ to Buyer.

This Bill of Sale and General Assignment ~~may~~ be executed in one or more separate counterparts, each of which shall be deemed an original, but all of which, ~~taken~~ together, shall constitute one and the same instrument.

This Bill of Sale and General Assignment shall be binding upon and inure to the benefit of Buyer and Sellers and their respective successors and permitted assigns under the Purchase Agreement. **This** Bill of Sale and General Assignment may not otherwise be assigned by any party without the prior ~~written~~ consent of the other parties hereto. Further, nothing set forth herein shall be deemed to constitute any ~~person~~ or entity as a third party beneficiary of this Bill of Sale and General Assignment.

THIS BILL OF SALE AND GENERAL ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, Sellers have caused **this** Bill of Sale and General Assignment ~~to be executed and~~ delivered on this **[Day] day of [Month], year**].

SELLERS:

NORTHCOAST COMMUNICATIONS, L.L.C.

Name:
Title:

BOSTON HOLDING, LLC

By: _____
Name:
Title:

NEW YORK PCS HOLDING, LLC

By: _____
Name:
Title:

**DULY ACKNOWLEDGED AND AGREED
TO AS
OF THE DATE FIRST SET FORTH ABOVE:**

**CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS**

By: _____
Its: _____

COLE, RAYWID & BRAVERMAN, L.L.P.

ATTORNEYS AT LAW

1919 PENNSYLVANIA AVENUE, N.W., SUITE 200

WASHINGTON, D.C. 200063458

TELEPHONE (202) 658-9750

FAX (202) 452-0067

WWW.CRBLAW.COM

THERESA Z. CAVANAUGH

DIRECT DIAL

202-628-9857

TZCAVANAU@CRBLAW.COM

LOS ANGELES OFFICE

2361 ROBERTS AVENUE, SUITE 110

EL SEQUOIO, CALIFORNIA 90245-4290

TELEPHONE (310) 643-7900

FAX (310) 643-7907

_____, 2003

Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Ladies and Gentlemen:

We have acted as special communications counsel to ~~Northcoast~~ Communications, LLC, a Delaware limited liability company, Boston Holding, LLC, a Delaware limited liability company, and New York PCS Holding, LLC, a Delaware limited liability company (collectively, the "Company"), and represented the Company before the Federal Communications Commission ("FCC") in connection with the Asset Purchase Agreement ("Agreement") dated as of December 19, 2002 (the "Agreement"), by and among the Company and Cellco Partnership, d/b/a Verizon Wireless, a Delaware general partnership ("~~Purchaser~~") involving the assignment of certain of the Company's personal communications service ("PCS") licenses (the "PCS Licenses"). This opinion is being furnished at the Company's request pursuant to Section 6.01(e) of the Agreement. The capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

This opinion is limited to matters specifically discussed herein relating to the Communications Act of 1934, as amended, the rules and regulations of the FCC, and the written orders, policies, and decisions of the FCC and the Court's interpretation of them (herein defined as the "Communications Laws"), and we express no opinion as to any other laws, statutes, rules, or regulations. As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of rendering the opinions expressed below, except where a statement is qualified as to knowledge or awareness, in which case, we have made no or limited inquiry as specified below. We have examined the Agreement and the files of the FCC relating to the Company's PCS Licenses (the "FCC Records"), available to the public as of _____, 2003.

In our examination of the foregoing, we have assumed the genuineness of all signatures on all documents examined by us, the authenticity of all documents submitted as originals, and

Cellco Partnership

_____, 2003

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the ~~conformity~~ to authentic originals of all documents submitted ~~as certified~~ or photostatic copies. We have been furnished with and relied upon such certificates and assurances from public officials ~~as~~ we have deemed necessary.

Based upon the foregoing in and reliance thereon, and subject to the qualifications and ~~limitations~~ stated herein, we are of the opinion that:

1. The execution and delivery by the Company, and their performance in accordance with the terms of the Asset Purchase Agreement ("Agreement") do not violate any of the terms or provisions of, or constitute a default under, the Communications Laws or any of the PCS Licenses. No consent, approval, authorization, order or waiver of, or filing with, the FCC is ~~required~~ under the Communications Laws to be obtained or made by the Company, other than those that have been obtained and made, for the performance by the Company of its obligations under the Agreement.

2. The Company holds the PCS Licenses it is identified ~~as~~ holding in Exhibit A to the Agreement. The PCS Licenses ~~are~~ in full force and effect, and ~~are~~ not subject to any conditions outside the ordinary course.

3. The FCC ~~has~~ granted its consent to the assignment of all of the PCS Licenses to Buyer (collectively, the "FCC Consent"), without in ~~each~~ case, the imposition of conditions outside the ~~ordinary~~ course. The FCC Consent has been duly issued, is in effect, and is a Final Order. The FCC Consent includes and constitutes all necessary consents, approvals and authorizations ~~required~~ under the Communications Laws for the assignment of the PCS Licenses to Buyer pursuant to the Agreement.

4. To ~~our~~ knowledge, and other than proceedings of general applicability that affect or may affect providers of personal communications services generally, (i) ~~no~~ complaint, ~~notice~~ of violation, notice of apparent liability or other administrative proceeding is pending or threatened by or before the FCC relating to the Company of any of the PCS Licenses; (ii) ~~no~~ forfeiture or penalty issued by the FCC to the Company relating to the PCS Licenses remains unpaid; (iii) ~~no order~~, decision, or other action ~~has~~ been issued or ~~taken~~ by the FCC against the Company that adversely ~~affects~~ the PCS Licenses; and (iv) Seller is not in default of, or in payment arrears with respect to, any FCC Payoff Amount in connection with the PCS Licenses.

The phrase "~~known to us~~" or "to our knowledge" or words of like meaning ~~as used~~ herein mean that, during the course of our representation of the Company, we have requested information from the Company concerning the matter referred to, but ~~no~~ information ~~has~~ come to the attention of the lawyers in ~~our~~ ~~firm~~ devoting substantive attention to the ~~representation~~ of the Company ~~that~~ has given us actual knowledge of the existence or absence of facts to the ~~contrary~~. We have not undertaken any independent investigation of such factual matters, and ~~no~~ inference should be ~~drawn~~ to the ~~contrary~~ from the fact of our representation of the Company.

Cellico Partnership

_____, 2003

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This opinion is delivered to you solely for **use** in connection with the transactions contemplated by the Agreement, **is** solely for your benefit, and by your acceptance of **this** opinion, you agree that it may not be **used** by you for any other purpose and may not be distributed to **or** relied upon by any other person without our prior written consent. **This** opinion is given **as** of the date hereof and we **assume no** obligation to update **this** letter to **reflect** any facts or circumstances that may come to **our** attention or any changes in any law or regulation that may hereafter occur.

Very truly yours,

COLE, RAYWID & BRAVERMAN, LLP

By:

Theresa Zeterberg Cavanaugh

cc: Stephen M. Curtin

EXHIBIT F

If to Northcoast Communications, L.L.C.:

**Steve Curtin, Telephone 631-592-776, Fax 631-249-1006, email
*scurtin@northcoastpcs.com***

If to Cellco Partnership d/b/a Verizon Wireless:

**Bill Stone, Telephone 908-607-8171, Fax 908-607-8104, email
*billstone1@Verizonwireless.com***

**Or in either case, such other person as may be designated by the appropriate party from
time to time in writing.**

RESPONSE TO QUESTION 73

The Assignee, Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), is ultimately owned by Verizon Communications Inc. ("Verizon") and Vodafone Group Plc ("Vodafone").¹ Verizon, a Delaware Corporation, owns 55% of Verizon Wireless; Vodafone, a company organized under the laws of the United Kingdom, owns 45%. Control of Verizon Wireless is vested in a Board of Representatives, which in turn is controlled by Verizon. In sum, Verizon is the majority owner and possesses sole affirmative control of Verizon Wireless. Vodafone's minority, indirect, non-controlling interest, and its qualifications (as a foreign corporation) to hold indirect ownership interests in common carrier licenses have been previously authorized by the FCC under Section 310(b)(4) of the Communications Act.² Neither Vodafone nor any of its foreign subsidiaries hold any direct ownership interests in any common carrier licenses. No new foreign ownership issues are raised by this filing.

¹Bell Atlantic Corporation changed its name to Verizon Communications Inc. in September, 2000; Vodafone AirTouch Plc changed its name to Vodafone Group Plc in July, 2000.

²See *In re Applications of Vodafone AirTouch Plc and Bell Atlantic Corporation, For Consent to the Transfer of Control or Assignment of Licenses and Authorizations*, Memorandum Opinion and Order, DA 00-721 at ¶ 19 (Intl. and Wir. Tel. Burs., rel. Mar. 30, 2000); *FCC Public Notice*, "International Authorizations Granted," Report No. TEL-00174, DA No. 99-3033 (Intl. Bur., rel. Dec. 30, 1999); *In re AirTouch Communications, Inc., Transferor, and Vodafone Group, Plc., Transferee, For Consent to the Transfer of Control of Licenses and Authorizations*, Memorandum Opinion and Order, 14 FCC Rcd 9430, ¶ 9 (Wir. Tel. Bur., 1999).

PENDING LITIGATION

(Response to Question 77)

Aulds & Garner Telecom Services, Inc. v. GTE Mobilnet of South Texas LP; Constant Communications v. GTE Mobilnet of South Texas LP; Mobile Talk, Inc. v. GTE Mobilnet of South Texas LP (Texas District Court, Harris County) Eight agents sued in Texas state court alleging breach of contract, fraud, and unfair competitive practices. GTE Mobilnet compelled eight separate arbitration proceedings. Three proceedings remain (Aulds & Garner, Mobile Talk, and Constant Communications). Arbitrators have been selected. The arbitration with Constant Communications was rescheduled for March 2003. The arbitration hearing with Aulds & Garner has been rescheduled for August 5, 2003, after the Constant Communications arbitration.

Cellular Max v. Verizon Wireless (Texas District Court, Harris County) Plaintiff, a Beaumont, Texas agent, filed an amended petition against Verizon Wireless as successor to GTE Mobilnet of South Texas, LP ("Verizon Wireless") and others alleging among other things that defendants engaged in "unfair competition", committed business defamation, fraud, and violated the Texas Deceptive Trade Practices Act. Plaintiff obtained temporary restraining orders preventing defendants from changing terms of compensation, allowing the agency contract to expire by its own terms, and from pursuing defendants' motion to compel arbitration. A hearing on all pending plaintiff motions for preliminary injunctions was held on October 24, 2002. The court requested further briefing and reserved decision.

Parrish and Schutz v. Pacific Telesis Group, et al. (California Superior Court, Sacramento County) Plaintiffs allege that the Fresno MSA Limited Partnership and 12 other cellular entities conspired to create a monopoly with respect to the sale of cellular services in California. Plaintiffs filed on behalf of themselves and all other cellular service subscribers and resellers in several California SMSA's. Defendants' demurrer to the amended complaint was denied. Settlement discussions continue.

Westside Cellular d/b/a Cellnet v. New Par, et al. (Ohio Court of Common Pleas, Cuyahoga County) On January 18, 2001, a reseller, Westside Cellular d/b/a Cellnet of Ohio ("Cellnet") commenced this action against New Par, Ameritech Mobile Communications, and other defendants in Ohio state court. The complaint also named "Verizon Wireless, Inc.," Cellco Partnership, and "Verizon Communications, Inc." as "successors in interest" to New Par. This case was removed to **U.S.** District Court on April 9, 2001. Plaintiffs motion for remand was granted on December 6, 2001. Plaintiff alleges that New Par violated Ohio law by, among other things, "discriminating" and providing "unlawful preferences or rebates" in their sale of cellular service and equipment to Cellnet. Plaintiff **seeks** "actual damages" in excess of **\$540** million, which it claims should be trebled under Ohio law. GTE Wireless was dismissed without prejudice shortly before the case went to hearing. Plaintiffs have voluntarily dismissed "Verizon Wireless Inc." and "Verizon Communications Inc." Cellco Partnership's

motion to dismiss for lack of subject matter is pending. On October 21, 2002 all defendants moved for summary judgment. Cellco's motion challenges the jurisdiction of the court and contends that Federal laws preempt this case. On November 19, 2002, the Supreme Court of Ohio granted defendant's motion for a stay of the trial court damages action, which had been set to begin on December 2.

Westside Cellular, Inc., d/b/a Cellnet v. New Par, et al. (Ohio Public Utilities Commission) Plaintiff filed this amended complaint before the Public Utilities Commission of Ohio on November 4, 2002, against New Par, Verizon Wireless (VAW) LLC, AirTouch Communications, Cellco Partnership and related entities. Plaintiff alleges that the defendants' conduct from January 1, 1998 through November 1, 2002 violated Ohio law by failing to maintain separate wholesale and retail operations, refusing to provide cellular service to Cellnet at the same rates, terms, charges and conditions as other retail and wholesale customers, charging higher roaming rates to Cellnet, and unlawfully bundling service and equipment. The suit seeks damages and injunctive relief.

Wireless Consumers Alliance, Inc., et al. v. AT&T Cellular Services, Inc., et al. (U.S. District Court, Southern District of New York) This purported class action antitrust suit alleges that Verizon entities, along with AT&T, Sprint, VoiceStream, and their affiliates exert anticompetitive control over wireless networks and the market for cell phones. The proposed class consists of persons who purchased mobile phones in the New York metropolitan market within the past four years. Plaintiffs' claims include illegal tying, price fixing and market allocation. Plaintiffs seek trebled damages and injunctive relief. Defendants Cellco and New York SMSA Partnership filed motions to dismiss all counts based on plaintiffs' insufficient pleading of tying, price fixing and market allocation antitrust claims. In response, plaintiffs have withdrawn their price fixing and market allocation claims. Oral argument was heard on our motion to dismiss on August 6, 2002, after which the court requested that the parties engage in informal discovery to define the claims. On November 15, a petition for Multidistrict Litigation ("MDL") consolidation was filed (*see* below). At a status conference held November 19, the judge denied defendants' motion to stay, but stayed discovery pending the filing of an amended complaint and defendants' motion to dismiss.

The same counsel representing plaintiffs has brought other actions with essentially identical allegations in three other courts; none of the actions have proceeded past the filing of the complaint. Beeler, et al. v. AT&T Cellular Services, Inc., et al. (U.S. District Court, Northern District of Illinois, Eastern Division); Millen, et al. v. AT&T Wireless PCS, LLC, et al. (U.S. District Court, District of Massachusetts); Truong, et al. v. AT&T Wireless PCS, LLC, Cellco Partnership d/b/a Verizon Wireless. GTE. Mobilnet of California LP, et al. (U.S. District Court, Northern District of California); Morales. et al. v. AT&T Wireless PCL, LLC, et al. (U.S. District Court, Southern District of Texas). All of these actions are the subject of defendants' pending MDL petition.

12/02

LIST OF MARKETS'

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
Allentown, PA	Carbon	25	10	35
	Lehigh	25	10	35
	Northampton	25	10	35
	Warren	25	10	35
Ashtabula, OH	Ashtabula	25	10	35
Athens, OH	Athens	0	10	10
	Jackson	0	10	10
	Meigs	0	10	10
	Vinton	0	10	10
Bangor, ME	Hancock	0	10	10
	Knox	0	10	10
	Penobscot	0	10	10
	Piscataquis	0	10	10
	Waldo	0	10	10
	Washington	0	10	10
Binghamton, NY	Broome	40	10	50
	Chenango	40	10	50
	Susquehanna	40	10	50
	Tioga	40	10	50
Bluefield, WV	Bland	0	10	10
	Buchanan	25	10	35
	McDowell	0	10	10
	Mercer	0	10	10
	Tazewell	0	10	10

¹ Exhibit 5 identifies all PCS markets in which Northcoast holds licenses that are being assigned, and also identifies whether VZW holds any overlapping CMRS licenses. In all cases where an overlapping license is identified, Cellco or one of its affiliates directly holds the license. There are no non-overlap markets in which VZW holds an interest that is non-controlling but reportable under the Commission's rules. 41 C.F.R. § 1.2112(a)(1).

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
Boston, MA	Essex	25	10	35
	Middlesex	25	10	35
	Norfolk	25	10	35
	Plymouth	25	10	35
	Rockingham	25	10	35
	Strafford	0	10	10
	Suffolk	25	10	35
Canton, OH	Carroll	25	10	35
	Coshocton	25	10	35
	Stark	25	10	35
	Tuscarawas	0	10	10
Chillicothe,	Pike	0	10	10
	Ross	0	10	10
Clarksburg, WV	Barbour	0	10	10
	Doddridge	25	10	35
	Gilmer	25	10	35
	Harrison	0	10	10
	Lewis	25	10	35
	Randolph	0	10	10
	Taylor	0	10	10
	Tucker	0	10	10
Columbus, OH	Upshur	0	10	10
	Delaware	25	10	35
	Fairfield	25	10	35
	Fayette	25	10	35
	Franklin	25	10	35
	Hocking	0	10	10
	Knox	25	10	35
	Licking	25	10	35
	Madison	25	10	35
	Pickaway	25	10	35
	Union	25	10	35

FCC FORM 603
EXHIBIT 5
PAGE 3 OF 9

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
East Liverpool, OH	Columbiana	0	10	10
Findlay-Tiffin, OH	Hancock	25	10	35
	Seneca	25	10	35
	Wyandot	25	10	35
Glens Falls, NY	Warren	25	10	35
	Washington	25	10	35
Hartford, CT	Hartford	25	10	35
	Middlesex	25	10	35
	Tolland	25	10	35
Huntington, WV	Boyd	0	10	10
	Cabell	0	10	10
	Carter	0	10	10
	Elliott	0	10	10
	Gallia	0	10	10
	Greenup	0	10	10
	Lawrence	0	10	10
	Wayne	0	10	10
Hyannis, MA	Barnstable	25	10	35
	Dukes	25	10	35
	Nantucket	25	10	35
Kalamazoo, MI	Kalamazoo	0	10	10
	St. Joseph	0	10	10
	Van Buren	0	10	10
Keene, NH	Cheshire	10	10	20
	Windham	10	10	20
Lewiston, ME	Androscoggin	40	10	50

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
	<i>coos</i>	15	10	25
	Franklin	15	10	25
	Oxford	15	10	25
Lexington, KY	Anderson	0	10	10
	Bath	0	10	10
	Bourbon	25	10	35
	Boyle	0	10	10
	Breathitt	0	10	10
	Clark	25	10	35
	Estill	0	10	10
	Fayette	25	10	35
	Fleming	0	10	10
	Franklin	25	10	35
	Garrard	0	10	10
	Harrison	25	10	35
	Jackson	0	10	10
	Jessamine	25	10	35
	Knott	0	10	10
	Lee	0	10	10
	Leslie	0	10	10
	Lincoln	0	10	10
	Madison	0	10	10
	Magoffin	0	10	10
	Menifee	0	10	10
	Mercer	0	10	10
	Montgomery	0	10	10
	Morgan	0	10	10
	Nicholas	0	10	10
	Owen	25	10	35
	Owsley	0	10	10
	Perry	0	10	10
	Powell	0	10	10
	Robertson	0	10	10
	Rockcastle	0	10	10
	Rowan	0	10	10
	Scott	25	10	35
	Wolfe	0	10	10
	Woodford	25	10	35

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
	COOS	15	10	25
	Franklin	15	10	25
	Oxford	15	10	25
Lexington, KY	Anderson	0	10	10
	Bath	0	10	10
	Bourbon	25	10	35
	Boyle	0	10	10
	Breathitt	0	10	10
	Clark	25	10	35
	Estill	0	10	10
	Fayette	25	10	35
	Fleming	0	10	10
	Franklin	25	10	35
	Garrard	0	10	10
	Harrison	25	10	35
	Jackson	0	10	10
	Jessamine	25	10	35
	Knott	0	10	10
	Lee	0	10	10
	Leslie	0	10	10
	Lincoln	0	10	10
	Madison	0	10	10
	Magoffin	0	10	10
	Menifee	0	10	10
	Mercer	0	10	10
	Montgomery	0	10	10
	Morgan	0	10	10
	Nicholas	0	10	10
	Owen	25	10	35
	Owsley	0	10	10
	Perry	0	10	10
	Powell	0	10	10
	Robertson	0	10	10
	Rockcastle	0	10	10
	Rowan	0	10	10
	Scott	25	10	35
	Wolfe	0	10	10
	Woodford	25	10	35

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
Mansfield, OH	Ashland	25	10	35
	Crawford	25	10	35
	Richland	25	10	35
Marion, OH	Marion	35	10	45
	Morrow	35	10	45
Meadville, PA	Crawford	40	10	50
Minn. St. Paul, MN	Anoka	25	10	35
	Barron	0	10	10
	Burnett	0	10	10
	Carver	25	10	35
	Chisago	25	10	35
	Dakota	25	10	35
	Goodhue	0	10	10
	Hennepin	25	10	35
	Isanti	0	10	10
	Kanabec	0	10	10
	McLeod	0	10	10
	Meeker	0	10	10
	Mille Lacs	0	10	10
	Pierce	0	10	10
	Pine	0	10	10
	Polk	0	10	10
	Ramsey	25	10	35
	Rice	0	10	10
	Rusk	0	10	10
	Scott	25	10	35
	St. Croix	25	10	35
	Steele	0	10	10
	Washburn	0	10	10
	Washington	25	10	35
	Wright	25	10	35
New Castle, PA	Lawrence	25	10	35

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
New Haven, CT	Litchfield	0	10	10
	New Haven	25	10	35
New London, CT	New London	25	10	35
	Windham	25	10	35
New York, NY	Bergen	25	10	35
	Bronx	25	10	35
	Essex	25	10	35
	Fairfield	25	10	35
	Hudson	25	10	35
	Hunterdon	25	10	35
	Kings	25	10	35
	Middlesex	25	10	35
	Monmouth	25	10	35
	Morris	25	10	35
	Nassau	25	10	35
	New York	25	10	35
	Ocean	25	10	35
	Orange	25	10	35
	Passaic	25	10	35
	Pike	0	10	10
	Putnam	25	10	35
	Queens	25	10	35
	Richmond	25	10	35
	Rockland	25	10	35
	Somerset	25	10	35
	Suffolk	25	10	35
	Sullivan	25	10	35
	Sussex	25	10	35
	Union	25	10	35
	Westchester	25	10	35
Pittsfield, MA	Berkshire	25	10	35

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
Portland, ME	Cumberland	25	10	35
	Lincoln	0	10	10
	Sagadahoc	25	10	35
	York	0	10	10
Portsmouth,	Lewis	10	10	20
	Scioto	10	10	20
Poughkeepsie, NY	Dutchess	25	10	35
	Ulster	25	10	35
Providence, RI	Bristol	25	10	35
	Kent	25	10	35
	Newport	25	10	35
	Providence	25	10	35
	Washington	25	10	35
Rochester, NY	Genesee	25	10	35
	Livingston	25	10	35
	Monroe	25	10	35
	Ontario	25	10	35
	Orleans	25	10	35
	Seneca	25	10	35
	Wayne	25	10	35
	Yates	25	10	35
Rockford, IL	Boone	35	10	45
	Lee	35	10	45
	Ogle	35	10	45
	Stephenson	35	10	45
	Winnebago	35	10	45
Sandusky, OH	Erie	25	10	35
	Huron	25	10	35

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
Scranton, PA	Columbia	25	10	35
	Lackawanna	25	10	35
	Luzerne	25	10	35
	Wayne	0	10	10
	Wyoming	25	10	35
Springfield, MA	Franklin	0	10	10
	Hampden	25	10	35
	Hampshire	25	10	35
Steubenville, OH	Brooke	10	10	20
	Hancock	10	10	20
	Jefferson	10	10	20
Stroudsburg, PA	Monroe	40	10	50
Syracuse, NY	Cayuga	25	10	35
	Cortland	25	10	35
	Madison	25	10	35
	Onondaga	25	10	35
	Oswego	25	10	35
Toledo, OH	Fulton	25	10	35
	Henry	0	10	10
	Lucas	25	10	35
	Ottawa	25	10	35
	Sandusky	25	10	35
	Williams	0	10	10
	Wood	25	10	35
Waterville, ME	Kennebec	0	10	10
	Somerset	0	10	10

BTA Name	Counties	Verizon Wireless Current MHz	Northcoast MHz	Total Verizon Wireless MHz After Acquisition
Wenatchee, WA	Chelan	25	10	35
	Douglas	25	10	35
	Grant	0	10	10
	Okanogan	25	10	35
Wheeling, WV	Belmont	0	10	10
	Harrison	0	10	10
	Marshall	0	10	10
	Monroe	0	10	10
	Ohio	0	10	10
	Tyler	25	10	35
	Wetzel	25	10	35
Williamsport, PA	Clinton	25	10	35
	Lycoming	25	10	35
	Sullivan	25	10	35
Worcester, MA	Worcester	25	10	35
Youngstown, OH	Mahoning	0	10	10
	Trumbull	0	10	10
Zanesville, OH	Guernsey	0	10	10
	Morgan	0	10	10
	Muskingum	0	10	10
	Noble	0	10	10
	Perry	0	10	10